



BellSouth Telecommunications, Inc.

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Nashville, TN 37201-3300

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REC'D TN
REGULATORY AUTH.

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OFFICE OF THE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

615 214 6301
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May 21, 2002

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and LoadPoint, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~02-00467~~ 02-00612

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, LoadPoint, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 9, 2002. The Amendment modifies Attachment 7 to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

GMH:dt

Enclosure

cc: Jerry Dunlap, LoadPoint, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and LoadPoint, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 02-00467 02-00612

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND LOADPOINT, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, LoadPoint, LLC ("LoadPoint") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated April 9, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, LoadPoint and BellSouth state the following:

1. LoadPoint and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to LoadPoint. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on April 23, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which modifies Attachment 7 of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, LoadPoint and BellSouth are submitting their Amendment to the TRA for its

consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and LoadPoint within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. LoadPoint and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

LoadPoint and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 22nd day of May, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

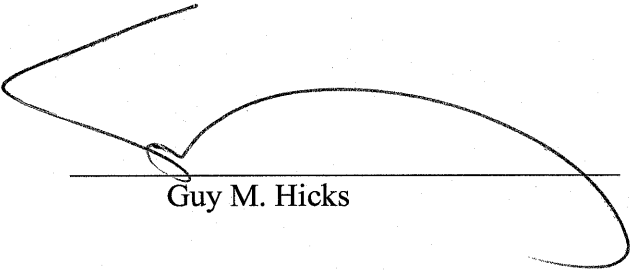
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 22 day of May, 2002:

Mr. Jerry Dunlap
Chief Manager
LoadPoint, LLC
103 Powell Ct.
Suite 450
Brentwood, NC 37027



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
LOADPOINT, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
EFFECTIVE April 9, 2002**

Pursuant to this Amendment, (the "Amendment"), LoadPoint, LLC ("LoadPoint") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Agreement between the Parties effective April 9, 2002 (the "Agreement").

WHEREAS, BellSouth and LoadPoint entered into the Agreement effective as of April 9, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 11 of Attachment 7 of the Agreement is hereby deleted and replaced in its entirety with the following:

11. **Billing Disputes**

11.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. LoadPoint shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

11.2 For purposes of this Section 11, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the

right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 11.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

2. Attachment 7 of the Agreement is also amended to incorporate a new Section 15 to read as follows:

15. **Deposit Policy.** LoadPoint shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release LoadPoint from its obligation to make complete and timely payments of its bill. LoadPoint shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in LoadPoint's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event LoadPoint fails to remit to BellSouth any deposit requested pursuant to this Section, service to LoadPoint may be terminated in accordance with the terms of Section 16 of this Attachment, and any security deposits will be applied to LoadPoint's account(s).

3. Attachment 7 of the Agreement is further amended to incorporate Section 16 as follows:

16. Discontinuing Service to LoadPoint. The procedures for discontinuing service to LoadPoint are as follows:

16.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by LoadPoint of the rules and regulations of BellSouth's tariffs.

16.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 11, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to LoadPoint that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by LoadPoint to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to LoadPoint if payment is not received by the thirtieth day following the date of the initial notice.

16.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

16.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and LoadPoint's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to LoadPoint without further notice.

16.5 Upon discontinuance of service on LoadPoint's account, service to LoadPoint's end users will be denied. BellSouth will reestablish service for LoadPoint upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. LoadPoint is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after LoadPoint has been denied and no arrangements to reestablish service have been made consistent with this subsection, LoadPoint's service will be disconnected.

4. All of the other provisions of the Agreement, effective April 9, 2002, shall remain in full force and effect.

5. Either or both of the Parties are authorized to submit this Amendment to the Tennessee Regulatory Authority for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

LoadPoint, LLC

By: Jerry Dually

Name: Jerry Dually

Title: Chief Manager

Date: 4/19/12

BellSouth Telecommunications, Inc.

By: C. W. Boltz

Name: C. W. Boltz

Title: Managing Director

Date: 5-1-02